

REMARKS/ARGUMENTS

These remarks are submitted in response to the Office Action of July 24, 2007 (Office Action). As the response is timely filed within the three-month statutory period, no fee is believed due. Nonetheless, the Examiner is expressly authorized to charge any deficiencies or credit any overpayment to Deposit Account No. 50-0951.

On the basis of new grounds of rejection noted at page 3 of the Office Action, each of the claims was rejected. Claims 1-2, 4-6, 8-10, 12-14, 17-25, and 27-29 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent 6,385,311 to Bauer, *et al.* (hereinafter Bauer).

Although Applicants respectfully disagree with the rejections, Applicants nevertheless have amended certain claims so as to expedite prosecution of the present application by emphasizing certain aspects of the invention. Applicants respectfully note, however, that neither the amendments nor cancellation of claims are intended as, and should not be interpreted as, the surrender of any subject matter. Accordingly, Applicants respectfully reserve the right to present the original version of any of the amended claims in any future divisional or continuation applications from the present application.

In particular, Applicants have amended independent Claims 1, 9, 17, and 22 to further emphasize certain aspects of the invention. As discussed herein, the claim amendments are fully supported throughout the Specification. (See, e.g., Specification, p. 16, line 20 – p. 17, line 2.) No new matter has been introduced by virtue of any of the claim amendments.

Certain Aspects Of Applicants' Invention

It may be useful to reiterate certain aspects of Applicants' invention prior to addressing the cited reference. One embodiment of the invention, typified by Claim 1, is a method for provisioning a telephone service feature.

The method can include receiving a call request to establish a telephone connection between a calling party and a called party, and if the call request identifies a telephone service, determining whether one of a plurality of telephone service features identified in the call request can be temporarily provisioned to at least one of the calling party and called party. If the call request does not identify a telephone service feature, or a determination is made that an identified telephone service feature can not be temporarily provisioned, then according to the method, a list of other telephone service features that can be temporarily provisioned to either the calling party or the called party can be presented to the calling party and/or the called party.

More particularly, the list can be presented in a graphical user interface on the display of a device. The list can be presented in a graphical user interface on the display of a device used by the calling party and/or on the display of a device used by the called party. (See, e.g., Specification, p. 16, line 20 – p. 17, line 2.)

If a telephone feature is identified and can be temporarily provisioned, then further according to the method, telephony system resources can be temporarily allocated to support the identified telephone service feature for the duration of a call over an established telephone connection. The method also can include temporarily activating the identified and temporarily provisioned telephone service feature for the call, deactivating the activated telephone service feature upon completion of the call, and reallocating the telephony system resources in response to completion of the call.

The Claims Define Over Bauer

Independent Claims 1, 9, 17, and 22, as noted already, were each rejected as being anticipated by the newly-cited reference, Bauer. Bauer is directed to a technique for allowing a telephone service subscriber "to subscribe to a service during a telephone call." (Col. 2, lines 14-16.)

Applicants respectfully submit, however, that Bauer fails to expressly or inherently teach every feature recited in Claims 1, 9, 17, and 22. For example, with Bauer when it is determined that a telephone service requested by a party has not been subscribed to, then that same service is offered to the party. That is, the party is offered an opportunity to subscribe to the same service as that requested by the party:

"When one party (25) to a call or connection request invokes a telecommunications service, a platform (30) monitors that request and determines whether the other parties (25) also subscribe to that service. If any party to the call does not subscribe, then the platform makes an offer of that service to each non-subscribed service. In this way, non-subscribed parties may obtain telecommunications services in a "point-of-sale" manner." (Bauer, Abstract, lines 1-8.) (Emphasis supplied.)

Elsewhere Bauer similarly states that

"[u]pon determining that one or more parties do not subscribe]and an offer is warranted, the platform extends an offer to the unsubscribed parties, as applicable. The platform may extend an offer to each unsubscribed party to obtain the service for the current call, as well as an offer for the service for all future calls." (Bauer, Col. 2, lines 26-31.)

This same aspect of Bauer – that of offering a requested service to a party who has not previously subscribed to the service – is repeated throughout the reference:

the platform will make an offer of the service during step 155 to the party found not to subscribe during 140. In other words, during step 155, the

platform will make an announcement to each non-subscribed party to the call or connection request offering the service in a "point-of-sale" fashion such that the non-subscribed party can enroll without the need for any pre-established relationship. In the preferred embodiment, the platform initially offers the service to the non-subscribed party for the present call or connection request for the current call or connection request and collects that party's response during step 155." (Col. 4, lines 51-62.)

The quoted language makes explicit the fact that Bauer nowhere contemplates offering other services if a call request does *not identify a telephone service* feature or a determination is made that *an identified telephone service feature can not be temporarily provisioned*, as recited in Claims 1, 9, 17, and 22. With Bauer, only one service is offered, and then, only if the service is first requested. Moreover, Bauer offers the very same service requested, not other services. Nowhere does Bauer even suggest an action that occurs *if no service is requested*. More particularly, Bauer does not teach that if no service is requested, then a list of available services is presented. Likewise Bauer does not even suggest that if a requested service can not be temporarily provisioned, then a list of other services is presented.

Bauer not only fails to services other than that requested, but Bauer also does not present the offer in any manner comparable to the presentment made with Applicants' invention. Nowhere does Bauer even allude to presenting the offer in a graphical user interface, let alone presenting a list of other services in a graphical user interface, as further recited in Claims 1, 9, 17, and 22.

Accordingly, Bauer fails to expressly or inherently teach every feature recited in Claims 1, 9, 17, and 22. Applicants respectfully submit, therefore, that Claims 1, 9, 17, and 22 define over the prior art. Applicants further respectfully submit that, whereas

each of the remaining claims depends from Claim 1, 9, 17, or 22 while reciting additional features, each of the dependent claims likewise defines over the prior art.

CONCLUSION

Applicants believe that the application is now in full condition for allowance, which action is respectfully requested. Applicants request that the Examiner call the undersigned if clarification is needed on any matter within this Amendment, or if the Examiner believes a telephone interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,

Date: **September 24, 2007**



Gregory A. Nelson, Registration No. 30,577
Richard A. Hinson, Registration No. 47,652
AKERMAN SENTERFITT
Customer No. 30448
Post Office Box 3188
West Palm Beach, FL 33402-3188
Telephone: (561) 653-5000